

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

UNITED STATES OF AMERICA,

Plaintiff,

v.

Case No. 24-CV-11626  
Hon. Susan K. DeClercq

WILLIAM A. SMITH,

Defendant.

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**STIPULATED AGREEMENT FOR ORDER REGARDING**  
**SALE OF REAL PROPERTY LOCATED AT**  
**880 E M L KING DRIVE, IDLEWILD, MICHIGAN**

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This Stipulated Agreement (“Agreement”) is made and entered into by and between the United States of America (“United States”), by and through the United States Attorney’s Office for the Eastern District of Michigan (“USAO”), through its attorneys, K. Craig Welkener and Jessica A. Nathan, Assistant United States Attorneys; title owner and Defendant, William A. Smith, by and through his attorney, Gerald K. Evelyn, (together, the “Parties”) regarding the real property commonly known as, 880 E M L King Dr., Idlewild, Michigan and more fully described as:

**LOTS 11, 12, 26 AND LOT 25 EXCEPT THE EAST 7 FEET OF THE SOUTH 20 FEET ALL IN BLOCK 322, IDLEWILD NO. 4, ACCORDING TO THE RECORDED PLAT THEREOF, AS RECORDED IN LIBER 1 OF PLATS, PAGE 27, LAKE COUNTY RECORDS.**

**PARCEL ID: 43-15-422-011-00**

(the “Idlewild Property”).

WHEREAS William Smith holds title to the Idlewild Property under a Warranty Deed recorded on September 27, 2022, at Liber 441, Page 275, in the Lake County Register of Deeds.

WHEREAS on June 7, 2024, the United States recorded a Notice of *Lis Pendens* at Liber 455, Page 348, against the Idlewild Property under MCL § 565.451a providing notice that the United States is aware of certain fact(s), condition(s), and event(s), proscribed by 18 U.S.C. §§ 666, 1343, 1344, 1956, and 1957, which may terminate an estate or an interest in the Idlewild Property.

WHEREAS on June 22, 2024, the Court issued a temporary restraining order prohibiting any person from transferring or disposing of Defendant William Anthony Smith’s assets (including assets of his corporate entities) up to a total value of \$39.3 million dollars. ECF No. 5.

WHEREAS by stipulation, the Parties have extended the TRO to November 29, 2024. ECF No. 10, 11, and 21.

WHEREAS the TRO freezes Smith's and his entities' assets, the TRO permits the controlled sale of property under certain conditions, e.g., via arms-length transaction, for fair market value, disclosed to the United States Attorney's Office, with proceeds preserved for the benefit of Smith's victim(s) (*see* companion case 2:24-cr-20532), and ultimately subject to Court approval. ECF No. 21, PageID. 459.

WHEREAS the Parties acknowledge that on September 24, 2024, the United States filed an Information against William A. Smith in the Eastern District of Michigan, Case No. 2-24-CR-20532, for charges including Wire Fraud, in violation of 18 U.S.C. § 1343, and Laundering of Monetary Instruments, in violation of 18 U.S.C. § 1956(a)(1)(B)(i). *United States v. Smith*, Case No. 2:24-cr-20532, ECF No. 14. The Information includes Forfeiture Allegations. *Id.* at PageID 56.

WHEREAS the Parties acknowledge that on May 29, 2024, a contract for the purchase of the Idlewild Property was entered into by William Smith and a prospective buyer.

WHEREAS the Parties are not aware of any other outstanding interests against the Idlewild Property.

WHEREAS the Parties acknowledge that it is in the best interests of all Parties to consummate the purchase contract for the Idlewild Property under the conditions of the TRO.

WHEREAS the United States Attorney's Office has reviewed the details of

the proposed transaction, including but not limited to, the purchase agreement, communicated with real estate professionals for the area, vesting documents, condition and inspection reports, and photographs of the property. Based on its review, the USAO recommends the Court approve the proposed sale.

WHEREAS the Parties submit this Stipulated Agreement for the purpose of placing funds realized from the sale of the Idlewild Property into an escrow account maintained by the United States Marshal Service, pending resolution of the civil and/or criminal proceedings.

NOW THEREFORE, the Parties do hereby agree as follows:

- 1) A third party shall purchase the Idlewild Property under the terms of a separate written agreement with William Smith, subject to USAO approval.
- 2) The Parties have designated Sun Title Agency of Michigan, LLC (“Sun Title”), to process and close the transaction.
- 3) Upon closing of the transaction, Sun Title shall make a cashier’s check payable to the **United States Marshals Service** and reference “**880 E M L King Dr., Idlewild – Case No. 2:24-CR-20532**” for **Seventy-Seven Thousand Eight Hundred Twenty-Seven Dollars and Thirty-Eight Cents 38/100 (\$77,827.38)** and send by overnight mail or FedEx to:

**United States Attorney's Office  
Attn: AUSA Jessica A. Nathan, MLAR  
211 W. Fort St., Ste. 2001  
Detroit, MI 48226**

(wire instructions will be provided on request). The funds shall be held in the Department of Justice Seized Asset Deposit Fund pending completion of the civil (24-cv-11626) and criminal (24-cr-20532) case.

- 4) Sun Title shall make payment(s) of any additional funds, including escrowed or returned funds, related to the sale of the Idlewild Property to the United States Marshals Service under the same instruction.
- 5) William Smith agrees to record a deed transferring the Idlewild Property to the third-party purchaser.
- 6) The United States will prepare and execute a Notice of Withdrawal of *Lis Pendens* and direct the FBI to record the Withdrawal with the Lake County Register of Deeds, as soon as possible after: (1) receipt of this fully executed Agreement, (2) receipt and processing of the cashier's check, and (3) receipt of a copy of the recorded deed transferring the Idlewild Property to the third-party purchaser. The United States will notify the Parties promptly upon recording the Withdrawal.
- 7) The United States agrees not to pursue forfeiture of the Idlewild

Property in connection with the conduct in Case No. 2:24-cr-20532.

The agreement in this paragraph does not apply to any forfeiture proceedings against the sum to be paid concerning the Idlewild Property.

- 8) William Smith stipulates and agrees that, in the event of his conviction to a charge authorizing forfeiture in Case No. 2:24-cr-20532, he shall forfeit the proceeds of the sale in connection with the Idlewild Property up to the amount of any forfeiture money judgment.
- 9) William Smith stipulates and agrees that, in the event of his conviction and the entry of an order for restitution in Case No. 2:24-cr-20532, he will not file a claim or petition for any of the funds, and consents to the application of any portion of the Idlewild Property proceeds to an order for restitution.
- 10) The Parties agree designation and application of the Idlewild Property proceeds is at the discretion of the United States.
- 11) In the event any portion of the Idlewild Property proceeds are forfeited under this agreement, William Smith agrees that: a) he shall not file a claim or petition for any of the funds; b) he shall consent to the forfeiture of these funds under these terms to the United States; c) he and any of his related entities shall forego any cognizable interest as

third parties; and d) he and any of his related entities shall forever extinguish their right, title, or interest in these funds and clear title to the funds shall vest in the United States of America and the United States Marshals Service shall be authorized to dispose of the funds according to law.

12) William Smith and his related entities, agree to unconditionally release and forever discharge the United States, and its agencies, agents, officers and employees, past and present, and any other persons who participated in or assisted in any aspect of the filing of the Notice of *Lis Pendens* or the related investigation (the “Released Parties”), from any and all claims, causes of action, suits, proceedings, judgments, and/or demands in law or equity, which William Smith and his related entities, and/or their assigns, agents, heirs, or successors in interest has or may have against the Released Parties, for, or on account of, the incidents or circumstances related to the Government’s identification of the property for forfeiture.

13) William Smith acknowledges that he has read and discussed the terms of this Agreement with his attorney or has otherwise been provided an opportunity to consult with an attorney, that he is aware of his rights regarding this matter, and that he fully understands the terms,

conditions, and consequences of entering into this Agreement.

- 14) The Parties stipulate and agree that all Parties shall bear their own costs and fees concerning this Agreement, if any. The Parties agree not to claim or seek any fees or costs, including attorney fees, from the United States in connection with this Agreement and knowingly and voluntarily waive any and all claims for attorney fees and costs, whether under the Civil Asset Forfeiture Reform Act of 2000, the Equal Access to Justice Act, or any other statute, rule or regulation.
- 15) This Agreement encompasses the full agreement of the Parties regarding the United States' interest in the Idlewild Property. As stated in paragraph 1, the terms of the agreement to purchase the Idlewild Property from William Smith shall be addressed in a separate written agreement between the third-party purchaser and William Smith.
- 16) The Parties agree that entry into this Agreement by William Smith does not constitute an admission to any criminal or civil wrongdoing.
- 17) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.



18) By their signatures below, the Parties agree to all of the terms  
and conditions stated herein.

Agreed as to form and substance:

DAWN N. ISON  
United States Attorney

s/ Jessica A. Nathan  
K. Craig Welkener (DC 1033585)  
Jessica A. Nathan (TX 24090291)  
Assistant United States Attorneys  
211 W. Fort St., Ste. 2001  
Detroit, MI 48226  
(313) 226-0248 (Welkener)  
(313) 226-9643 (Nathan)  
Kenton.Welkener@usdoj.gov  
Jessica.Nathan@usdoj.gov

Dated: October 10, 2024

s/ Gerald K. Evelyn (see attached)  
Gerald K. Evelyn (P29182)  
Robert E. Higbee (P82739)  
Counsel for Defendant & Smith Entities  
409 East Jefferson Ave., Ste. 500  
Detroit, MI 48226  
(313) 962-3500  
geraldevelyn@yahoo.com  
robhigbee@gmail.com

Dated: October 10, 2024

s/ William A. Smith (see attached)  
William A. Smith

Dated: October 10, 2024

Accordingly, pursuant to the Temporary Restraining Order and the stipulation  
of the parties, IT IS SO ORDERED.

Dated: 10/15/2024

s/ Susan K. DeClercq  
SUSAN K. DECLERCQ  
United States District Judge

18) By their signatures below, the Parties agree to all of the terms  
and conditions stated herein.

Agreed as to form and substance:

DAWN N. ISON  
United States Attorney


\_\_\_\_\_  
K. Craig Welkener (DC 1033585)  
Jessica A. Nathan (TX 24090291)  
Assistant United States Attorneys  
211 W. Fort St., Ste. 2001  
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Kenton.Welkener@usdoj.gov  
Jessica.Nathan@usdoj.gov

Dated: \_\_\_\_\_



\_\_\_\_\_  
Gerald K. Evelyn (P29182)  
Robert E. Higbee (P82739)  
Counsel for Defendant & Smith Entities  
409 East Jefferson Ave., Ste. 500  
Detroit, MI 48226  
(313) 962-3500  
geraldevelyn@yahoo.com  
robhigbee@gmail.com

Dated: 10/10/24

  
\_\_\_\_\_  
William A. Smith

Dated: 10/10/24

Accordingly, pursuant to the Temporary Restraining Order and the stipulation  
of the parties, IT IS SO ORDERED.

Dated:

\_\_\_\_\_  
SUSAN K. DECLERCQ  
United States District Judge